

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b> <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 16
ADDRESS OF PREMISES: 7700 Wisconsin Avenue Bethesda, Maryland 20816	TO LEASE NO. GS-11B-02232 PDN Number: N/A

**THIS AMENDMENT**, made and entered into this date by and between:  
 whose address is:

**BETHESDA PLACE LIMITED PARTNERSHIP**  
 c/o Polinger Shannon and Luchs Company  
 5530 Wisconsin Avenue, Suite 1000  
 Chevy Chase, Maryland 20815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective as of the date of execution of this document by the Government and the Lessor as follows:

The Government has determined it has a continuing need for the leased space and the parties have agreed to extend the term of the Lease for three (3) years as follows:

Effective as of September 30, 2020, the following terms and conditions shall apply:

- The term of the lease is hereby extended for an additional three (3) years, two (2) years firm, and shall now expire on September 29, 2023. The Government shall have the right to terminate the Lease in whole but not in part at any time during the third year of the extended term by providing the Lessor not less than 180 days prior written notice of its exercise of termination specifying the date of termination and by vacating the space on or before the specified termination date in the Government's notice of termination.
- The leased space consists of 85,431 BRSF (yielding 72,148 BOASF) constituting the entire 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> floors of the building as well as two (2) structured parking spaces.
- The annual rent shall be as follows:  
 Shell Rent  
 Operating Expense Rent  
 Base Rent  
 Routine (Special) Cleaning per Paragraph 7 below  
 Total Annual Rent **\$39.69**

for a Total Annual Rent of **\$3,390,756.39** (\$39.69/BRSF x 85,431 BRSF) which includes all accrued operating expense adjustments as of the date of this LA. Base operating expenses are reset at (b) (4) and the next operating expense adjustment shall be due September 30, 2020; operating expense adjustments shall continue during the extension term. This also includes (b) (4), outlined in Paragraph 7 below, which can be terminated by the Government at any time.

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This Lease as amended hereby remains in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:** DocuSigned by:

Signature: Elliott Schnitzer  
 Name: Elliott Schnitzer  
 Title: VP, 7700 Wisconsin Corp., GP  
 Entity Name: Bethesda Place Limited Partnership  
 Date: 11/2/2020

**FOR THE GOVERNMENT:**

Signature: Jim Phelan  
 Name: James Phelan  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 11/9/2020

**WITNESSED FOR THE LESSOR BY:**

Signature: Tim Hutchens  
 Name: Tim Hutchens  
 Title: witness  
 Date: 11/2/2020

4. The Government shall remain responsible for increases or decreases in real estate taxes from the original tax base year amount established in the Lease. The Government's percentage of occupancy is confirmed to be 32.49%.
5. During the renewal term of the Lease, the Lessor shall be obligated to continue to maintain the space in accordance with the terms of the Lease, provided, however (and notwithstanding any other term or provision of the Lease to the contrary) the Lessor shall not be obligated to provide re-painting, re-carpeting or any other improvement to the leased space from and after the date of this LA and the Government agrees to accept the leased space in its then current condition.
6. CBRE, Inc. is the authorized real estate broker representing GSA in connection with this Lease extension. Lessor shall pay a total commission in the amount of (b) (4) Only of the commission shall be paid to the Government's broker, CBRE, Inc., within thirty (30) days following the full execution of this LA. The remaining **\$62,467.15** shall serve as a credit to the first month's rent, so that Government is paying **\$220,095.89** for the first full month's rent.
7. ROUTINE (SPECIAL) CLEANING AND DISINFECTING OF THE PREMISES (JUL 2020)

Cleaning and Disinfecting requirements for The Premises. The Lessor shall wipe down daily all solid, high contact surfaces in Building common areas (defined here as those areas used or accessed by the Government's employees and visitors), and within the leased Space, using a disinfectant from the EPA-registered list of products identified as effective against Novel Coronavirus SARS-CoV-2 (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>), or other products containing the same active ingredient(s) at the same or greater concentration than those on the list. Cleaning staff shall use products in accordance with directions provided by the manufacturer. Cleaning staff shall wear disposable gloves (e.g., latex, nitrile, etc.), facemasks, and any additional personal protective equipment (PPE) as recommended by the cleaning and disinfectant product manufacturers. Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

Examples of solid, high contact surfaces in Building common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. It does not include agency owned equipment such as desks, telephones, computers, keyboards, docking stations, computer power supplies, and computer mouse, personal fans and heaters, desk lighting, etc. Disinfected surfaces should be allowed to air dry, and computer mouse, personal fans and heaters, desk lighting, etc. Disinfected surfaces should be allowed to air dry.

The Government shall pay an increase in rent of \$0.25/RSF, as set forth in Paragraph 3 above, for the routine special cleaning and disinfecting requirements in accordance with this Lease Amendment as part of the Annual Rent. This rental increase, to be paid in monthly installments, in arrears, is not considered part of the base cost of services and is not subject annual adjustment as part of the operating expenses. The Government reserves the right to issue immediate notice to unilaterally cancel this routine special cleaning and disinfecting at any time during the lease term and, in such a case, shall receive a rental reduction in the amount of \$0.25/RSF.

This document will not constitute an obligation until the date of execution by the Government. Therefore, while payments may be made retroactively, no monies whatsoever are due until sixty (60) days after the date of execution by the Government. Any amount due will not accrue interest until that time.

INITIALS:  &   
LESSOR GOV'T

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**Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment**


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**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror

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shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

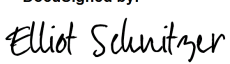
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(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	<div>DocuSigned by:  2C8D3E092C95466...</div> Signature	11/2/2020 Date

LESSOR:  GOVERNMENT: 